

BOARD BILL NO. 106 INTRODUCED BY ALDERWOMAN PHYLLIS YOUNG

1 An ordinance recommended by the Airport Commission, the Board of Public Service, and
2 the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the
3 Comptroller of the City of St. Louis, Missouri, a municipal corporation ("St. Louis"), to enter into
4 and execute on behalf of St. Louis an "Agreement and Contract of Sale" (substantially in the form as
5 set out in **ATTACHMENT "1"** which is incorporated herein), between St. Louis, the owner and
6 operator of Lambert–St. Louis International Airport® ("Airport"), which is located in St. Louis
7 County, Missouri, and Hunter Engineering Company, a Missouri corporation ("Buyer"), necessary
8 for the sale by St. Louis to Buyer of certain surplus property (the "Property") located in St. Louis
9 County that is more fully described in Section 1 and EXHIBIT "A" of the Agreement and Contract
10 of Sale in accordance with and subject to its provisions and to the applicable rules and regulations of
11 the Federal Aviation Administration ("FAA") and the applicable provisions of the Airport's
12 Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15,
13 1984 as amended, and restated on September 10, 1997 as amended; providing for the deposit of the
14 proceeds from the Agreement and Contract of Sale; authorizing and directing the Mayor and the
15 Comptroller of St. Louis to enter into and execute on behalf of St. Louis the "Quit Claim Deed"
16 substantially in the form as set out in EXHIBIT "B" to the Agreement and Contract of Sale subject
17 to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and
18 forever quit-claiming unto the Buyer, its successors and assigns, the Property subject to the easement
19 and restrictive covenants as defined and provided for in the Quit Claim Deed; conditioning the
20 execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in

1 this Ordinance on the FAA's prior written approval of: a) the release and sale of the surplus Property
2 to the Buyer, b) the provisions of the Agreement and Contract of Sale including, without limitation,
3 the "Purchase Price" of One Million One Hundred Seventy Five Thousand Dollars (\$1,175,000.00),
4 as defined and provided for in Section 2 of the Agreement and Contract of Sale, and c) any other
5 related matter required to be submitted to and approved by the FAA; authorizing the Mayor, the
6 Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate
7 officers, officials, agents, designees, representatives, and employees of St. Louis, with the advice of
8 the Director of Airports, to enter into and execute on behalf of St. Louis and in St. Louis' best
9 interest any attendant or related documents, agreements, affidavits, certificates, or instruments
10 deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale or the Quit
11 Claim Deed, and/or deemed necessary to preserve and protect St. Louis' interest and to take such
12 actions as are necessary or appropriate in connection with the sale of the Property or the
13 consummation of the transactions contemplated herein; providing that the provisions set forth in this
14 Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved
15 and/or authorized by this Ordinance, and containing a severability clause, and an emergency clause.

16 **WHEREAS**, pursuant to certain ordinances of the City of St. Louis, Missouri ("St.
17 Louis") approving the purchase of real estate required for noise abatement purposes and/or the
18 development or improvement of Lambert-St. Louis International Airport® ("Airport"), and in
19 accordance with any applicable rules and regulations under the Federal Aviation Regulation
20 ("FAR") part 150 Noise Compatibility Program, the Federal Aviation Administration ("FAA")
21 Airport Improvement Program (the "AIP"), the Passenger Facility Charge ("PFC") Program,

1 and/or any other applicable federal, state, or local laws and regulations, St. Louis, acting through
2 the Airport Authority of St. Louis (the “Airport Authority”), has acquired and St. Louis is the fee
3 owner of approximately 3.0 acres of real property (the “Property”) located in St. Louis County,
4 Missouri and is more fully described in Section 1 and EXHIBIT “A” to the Agreement and
5 Contract of Sale, which is attached hereto as **ATTACHMENT “1”** and incorporated herein;

6 **WHEREAS**, pursuant to Section 809 of the Lambert-St. Louis International Airport®
7 Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15,
8 1984 as amended, and restated on September 10, 1997 as amended, St. Louis may and hereby
9 determines that the Property is not necessary or useful in the operation of the Airport and is not
10 needed for further aviation purposes of the Airport and, therefore, St. Louis may dispose of or
11 transfer the Property in order that it may be redeveloped for uses compatible with the Airport’s
12 operations;

13 **WHEREAS**, pursuant to the AIP, St. Louis may dispose of the Property only upon a
14 showing that such disposition is at a fair market value, and is in accordance with a land use plan
15 and/or deed restrictions approved by the Federal Aviation Administration (“FAA”) which permit
16 only commercial or development uses of the Property that are compatible with the operations of
17 the Airport, due to Airport noise, over-flight patterns, and height restrictions; and

18 **WHEREAS**, the Board of Aldermen hereby determines that the terms of the Agreement
19 and Contract of Sale are acceptable and that the execution, delivery and performance by St.
20 Louis and the Buyer of their respective obligations under the Agreement and Contract of Sale are
21 in the best interests of St. Louis and the Airport and promote the peace, health, safety, and

welfare of its residents and the traveling public.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Board of Aldermen hereby adopts the foregoing recitals, which are incorporated herein by this reference, as findings.

SECTION TWO. The Director of Airports and the Comptroller of the City of St. Louis (“St. Louis”) are hereby authorized and directed to enter into and execute on behalf of St. Louis the “Agreement and Contract of Sale” (substantially in the form as set out in **ATTACHMENT “1”** which is incorporated herein), between St. Louis, the owner and operator of Lambert–St. Louis International Airport® (“Airport”), which is located in St. Louis County, Missouri, and Hunter Engineering Company, a Missouri corporation (“Buyer”), necessary for the sale by St. Louis to Buyer of certain surplus property (the “Property”) located in St. Louis County that is more fully described in Section 1 and EXHIBIT A of the Agreement and Contract of Sale in accordance with and subject to its provisions and to the applicable rules and regulations of the Federal Aviation Administration (“FAA”) and the applicable provisions of the Airport’s Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as amended.

SECTION THREE. Proceeds from the sale of the Property shall be held by St. Louis in accordance with applicable FAA rules and regulations for the release and sale or transfer of the surplus Property.

SECTION FOUR. The Mayor and the Comptroller of St. Louis are hereby authorized and directed to enter into and execute on behalf of St. Louis the “Quit Claim Deed” substantially in the

1 form as set out in EXHIBIT B to the Agreement and Contract of Sale subject to and in accordance
2 with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming
3 unto Buyer, its successors and assigns, the Property subject to the easement and restrictive covenants
4 as defined and provided for in the Quit Claim Deed.

5 **SECTION FIVE.** The execution and delivery by St. Louis of the agreements, documents,
6 and instruments contemplated in this Ordinance are hereby expressly conditioned on the FAA's
7 prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the
8 provisions of the Agreement and Contract of Sale including, without limitation, the "Purchase Price"
9 of One Million One Hundred Seventy Five Thousand Dollars (\$1,175,000.00), as defined and
10 provided for in Section 2 of the Agreement and Contract of Sale, and c) any other related matter
11 required to be submitted to and approved by the FAA.

12 **SECTION SIX:** The Mayor, the Comptroller, the Register, the City Counselor, the
13 Director of Airports, and other appropriate officers, officials, agents, designees, representatives, and
14 employees of St. Louis, with the advice of the Director of Airports, are hereby authorized to enter
15 into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related
16 documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the
17 terms set forth in the Agreement and Contract of Sale or the Quit Claim Deed, and/or deemed
18 necessary to preserve and protect St. Louis' interest, and to take such actions as are necessary or
19 appropriate in connection with the sale of the Property or the consummation of the transactions
20 contemplated herein.

21 **SECTION SEVEN.** The terms, covenants, and conditions set forth in this Ordinance shall

1 be applicable exclusively to the agreements, documents, and instruments approved or authorized by
2 this Ordinance and shall not be applicable to any other existing or future agreements, documents, or
3 instruments unless specifically authorized by an ordinance enacted after the effective date of this
4 Ordinance. All provisions of other ordinances of St. Louis which are in conflict with this Ordinance
5 shall be of no force or effect as to the agreements, documents, and instruments approved and/or
6 authorized by this Ordinance.

7 **SECTION EIGHT.** The sections, conditions, or provisions of this Ordinance or portions
8 thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof
9 contained herein is held invalid by the court of competent jurisdiction, such holding shall not
10 invalidate the remaining sections, conditions or provisions of this Ordinance.

11 **SECTION NINE.** This being an Ordinance providing for public peace, health, or safety, it
12 is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City of St.
13 Louis' Charter and shall become effective immediately upon its approval by the Mayor of the City
14 of St. Louis.